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**UNITED STATES DISTRICT COURT FOR THE EASTERN MICHIGAN**

**SAMANTHA RAJAPAKSE**

**PLAINTIFF**

**V.**

Case: 2:16-cv-13144  
Judge: Leitman, Matthew F.  
MJ: Davis, Stephanie Dawkins  
Filed: 08-29-2016 At 10:22 AM  
CMP RAJAPAKSE V. CREDIT ACCEPTANCE  
CORPORATION (NA)

**CREDIT ACCEPTANCE CORPORATION**

**DEFENDANT**

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**COMPLAINT**

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**TO THE HONORABLE DISTRICT COURT FOR THE STATE OF MICHIGAN,**  
**COMES BEFORE YOU,** Plaintiff, Samantha Rajapakse do hereby submit to the court her complaint against the Defendants Credit Acceptance Corporation (hereinafter) Credit Acceptance for violation of the Michigan Consumer Protection Act of 1976, Act 331. This case is filed a public interest of all consumers who have financed or financing a vehicle through Credit Acceptance Corporation.

Plaintiff, Samantha Rajapakse has an agreement with Credit Acceptance. Defendants, Credit Acceptance Corporation is located in Southfield, Michigan in which Plaintiff is seeking jurisdiction. The agreement includes a Warranty for the vehicle which is currently being financed.

Plaintiff, Samantha Rajapakse is a residence of Memphis, Tennessee, Shelby County. Residence is 1435 Ragan Street, Memphis, Tennessee, 38106

Defendant, Credit Acceptance is a residence of Southfield, Michigan.

Plaintiff states that this court has diverse jurisdiction regarding the sale of the vehicle in Tennessee and where the contract is being held binding in Michigan where the contract is being enforced.

**STATEMENT OF FACTS: VIOLATION OF MICHIGAN CONSUMER PROTECTION ACT  
AND TENNESSEE CONSUMER PROTECTION ACT.**

1. Plaintiff purchased a vehicle at A-1 Auto sales in Memphis, Tennessee January 7, 2014. The vehicle was sold in Memphis, Tennessee which stated it had an existing warranty. The warranty was for two (2) years 24 (twenty-four) months. Plaintiff, (hereinafter as Rajapakse) noticed the warranty was automatic placed on the financing of the vehicle. Plaintiff, Rajapakse signed the agreement as stating to the warranty.
2. Prior to the first payment of February, 2016 Plaintiff, Rajapakse attempted to use the warranty on an issue which was covered by the warranty.
3. Plaintiff attempted to use the warranty at two Chevy dealerships in Memphis, Tennessee, Shelby County and Chevy in Hornlake, Mississippi, Desoto County which the warranty was not honored.
4. Plaintiff contacted the dealership who again confirmed there was an existing warranty on the vehicle.
5. Plaintiff attempted to take the vehicle to get services through certified mechanics and the warranty was again not honored.
6. Plaintiff contacted Credit Acceptance, March, 2014 via writing in attempted to inform the finance company of the issue she was having. The company did not respond to the letter.
7. From March, 2015 to September, 2015 Credit Acceptance never replied to Plaintiff's letters regarding the existing warranty which Credit Acceptance never replied.
8. September, 2015, Plaintiff filed a complaint with Michigan Better Business Bureau Credit Acceptance was financing a warranty that could not be used to repair her vehicle.

9. During the investigation, Credit Acceptance provided Plaintiff, Rajapakse with a number to contact the warranty department for a refund of the amount.
10. Plaintiff was told by the warranty company unknown to provide the vehicle VIN number and the mileage for a refund.
11. Plaintiff sent the information via mail to the parties in seeking full refund of the warranty and adjusting the account.
12. Credit Acceptance did not respond to Plaintiff's request for a refund via mail.
13. On July 7, 2016, Ms. Rajapakse contacted Credit Acceptance regarding making a payment and was informed at that time she could cancel the warranty on the vehicle. Ms. Rajapakse stated a check in the amount of one hundred and fifty dollars would be sent to her (150.00).
14. Credit acceptance never sent the check stated they have but adjusted the account on Plaintiff's payments.
15. Plaintiff, Rajapakse never received any adjustment notice on the account.
16. Plaintiff filed a complaint with the United States Consumer Finance Agency regarding the warranty.
17. Credit Acceptance reply to Plaintiff, Rajapakse via phone through a representative name Shannon it was not a warranty but a service agreement.
18. Credit Acceptance, Shannon stated Plaintiff Rajapakse never sent any information and other customers were able to use the service agreement.
19. Credit Acceptance failed to provide any dealership or any companies who would honor the warranty or service agreement.

**SUMMARY OF FACTS: VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT:**

20. Plaintiff cell phone records shows Credit Acceptance has repeatedly called her over 5 and 7 times a day regarding her account from February, 2015 to present.

21. Plaintiff states that even after she has made arrangements on her account with Credit Acceptance for payment, another agent would repeatedly call stating it was not in the records and harass her for payment.
22. Plaintiff phone records show the Defendant, Credit Acceptance repeatedly call Ms. Rajapakse all day during her work hours even after she communicated with them.
23. Plaintiff phone records show the Defendants, Credit Acceptance have called repeatedly on the weekend hours.
24. Plaintiff states around September, 2015 as part of her complaint with the Michigan Better Business Bureau to cease Defendants, Credit Acceptance from calling her phone repeatedly.
25. Plaintiff, Rajapakse states after she filed a complaint with the United States Consumer Finance Protection agency Defendant, Credit Acceptance has retaliated by repeatedly calling her all weekend.

#### **FAIR DEBT COLLECTION PRACTICES ACT:**

Section 802 of the Congressional findings for the Fair Debt Collection Practices Act have stated the actions by creditors in obtaining a debt have been abusive, harassing, and oppression causing personal bankruptcies, loss of employment, and causing injuries to individual consumers.

Defendant Credit Acceptance have violated Ms. Rajapakse under the Fair Credit Practices Act 807 by calling her as many incidents within minutes of the first initial call and even after leaving a message for the return call to them.

Defendant Credit Acceptance has threaten and harassed Ms. Rajapakse of the Fair Credit Practices Act in communicating with her by stating to her she need to make an additional 100.00( one hundred) dollars on to her existing payment. When Ms. Rajapakse refused, the representative have become hostile and threaten by stating of such device used to stop the car from moving.

Defendant Credit Acceptance has threaten Ms. Rajapakse of the Fair Credit Debt Practices Act Section 812 and 807 by furnishing to the United States Consumer Protection agency and the State of Michigan Attorney General information of steps Credit Acceptance has taken to resolve Ms. Rajapakse's complaint.

Defendant Credit Acceptance has mislead Ms. Rajapakse and other consumers who has financed a loan for a vehicle has endured the same treatment in repayment of this debt. They have been subjected to harassment of phone calls and warranty that does not cover the vehicle or have to pay an excessive amount to have their vehicles repaired.

Credit Acceptance and its participating dealers give a false misleading representation of "peace of mind" coverage during the financing of their vehicles which resulting in no coverage for repairs.

Consumers financing through Credit Acceptance are not given the option of "opting out" of this coverage or refusing covering because it is automatic placed on the finance agreement.

#### **NOTIFICATION OF CREDIT ACCEPTANCE CUSTOMERS**

Plaintiff is petitioning the court to order Credit Acceptance to notify its customers from 2013 to 2015 of this lawsuit so the court my hear evidence of the offered warranty or service agreement attached to their payment of the vehicle. **THIS IS NOT A CLASS ACTION** because this case cannot certified without an Attorney licensed to practice law in Michigan or before the Court. Plaintiff is stating her case is not isolated situation and Credit Acceptance behavior has been documented on social media regarding their collection behavior. Plaintiff is seeking this to show support in her complaint of such warranty/service agreement was never given an option by Credit Acceptance to refuse such service or to be able to cancel. Credit Acceptance does not provide its customers financing a vehicle this option. As a result, it is violating the Fair Collection Practices Act.

The action of Credit Acceptance Corporation collection practices has resulted in its customers falling behind on their payments, repossession, threaten phone calls, and vehicle disabled due to repairs

on vehicles who have attached financed warranty/service agreements. Consumers are forced to pay for the vehicle, the warranty/service agreement and then repairs which are supposed to be covered by the warranty.

Those who wish or request to opt out of the warranty/service agreement without any claim filed or notice of problem should be reimbursed the full amount with the interest of the finance adjusted to their account. Those who account has been adjusted shall receive any overpayment and title to their vehicle as proof of payment and shall not be liable for any debt attached.

Ms. Rajapakse debt with Credit Acceptance be reviewed regarding the warranty/service agreement by this court and the balance be adjusted minus the service.

Since plaintiff and other parties seeking relief from this creditor may not be able to afford an attorney or find other parties to make a class action lawsuit, the court should not dismiss the right of other parties to be notified of this complaint so that they may file a complaint with this court on the same or similar complaint or claim as a foundation against Credit Acceptance.

**IT IS THERE PLAINTIFF PETITON:**

1. The court allow evidence such as reviews on social media regarding the performance of credit Acceptance be accepted in showing their behavior with its customers.
2. Phone record evidence between Credit Acceptance be allowed into this court to support plaintiff's claim.
3. The court review all evidence including the warranty/service agreement against Credit Acceptance in making adjustments to accounts.
4. Plaintiff be awarded full adjustment of their accounts including interest to finance warranty on their account.

5. Credit Acceptance Corporation is ordered to inform its customers of this pending litigation so that customers has intention of filing a claim shall do so by filing an individual complaint with this court and such complaint be the foundation for Plaintiff's complaint and other consumer's complaint.

Respectfully Submitted

Samantha Rajapakse  
1435 Ragan Street  
Memphis, TN 38106  
901-237-0744

JS 44 (Rev. 07/16)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**  
RAJAPAKSE, SAMANTHA

**DEFENDANTS**  
CREDIT ACCEPTANCE CORPORATION

**(b) County of Residence of First Listed Plaintiff** SHELBY  
(EXCEPT IN U.S. PLAINTIFF CASES)

Case 2:16-cv-13144

Judge: Leitman, Matthew F.

MJ Davis, Stephanie Dawkins

Filed: 08-29-2016 At 10:22 AM

CMP RAJAPAKSE V. CREDIT ACCEPTANCE CORPORATION (NA)

**(c) Attorneys (Firm Name, Address, and Telephone Number)**

PRO SE  
1435 RAGAN STREET  
MEMPHIS, TN 38106

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                                   |   | PTF                        | DEF                        |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1            | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2            | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input checked="" type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable Sat TV <input type="checkbox"/> 850 Securities Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutional of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer w Disabilities - Employment <input type="checkbox"/> 446 Amer w Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity).  
Fair Debt Collection Practice Act

Brief description of cause.

warranty that is financed on loan not honored, not given a refund

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

**DEMAND \$**

CHECK YES only if demanded in complaint:

**JURY DEMAND:** ☐ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions)

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

**FOR OFFICE USE ONLY**

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAJ. JUDGE



## New LawsUIT Check List

Instructions: Put a check mark in the box next to each appropriate entry to be sure you have all the required documents.

<input checked="" type="checkbox"/>	Two (2) completed Civil Cover Sheets.	Case: 2:16-cv-13144 Judge: Leitman, Matthew F. MJ: Davis, Stephanie Dawkins Filed: 08-29-2016 At 10:22 AM CMP RAJAPAKSE V. CREDIT ACCEPTANCE CORPORATION (NA)  <div style="text-align: right;">HERE</div>
<input checked="" type="checkbox"/>	Enter the number of defendants named in your lawsuit in the blank below, add 2 and then enter the total in the blank.  <div style="display: flex; align-items: center; justify-content: center;"> <div style="text-align: center; margin-right: 10px;"> <u>1</u> # of Defendants         </div> <div style="text-align: center; margin-right: 10px;">           + 2 =         </div> <div style="text-align: center; margin-right: 10px;"> <u>3</u> Total         </div> <div style="margin-left: 10px;"> <b>Complaints.</b> </div> </div> Received by Clerk: <u>NA</u> Addresses are complete: <u>not complete address</u>	
<input type="checkbox"/>	If any of your defendants are <b>government agencies</b> : Provide two (2) extra copies of the <b>complaint</b> for the U.S. Attorney and the Attorney General.	

<b>If Paying The Filing Fee:</b>	<b>If Asking That The Filing Fee Be Waived:</b>
<input type="checkbox"/> Current new civil action filing fee is attached.  Fees may be paid by check or money order made out to:  <div style="text-align: center;">Clerk, U.S. District Court</div>  Received by Clerk: _____ Receipt #: _____	<input checked="" type="checkbox"/> Two (2) completed <b>Application to Proceed in District Court without Prepaying Fees or Costs</b> forms.   Received by Clerk: _____

Select the Method of Service you will employ to notify your defendants:

<b>Service via Summons by Self</b>	<b>Service by U.S. Marshal</b> <small>(Only available if fee is waived)</small>	<b>Service via Waiver of Summons</b> <small>(U.S. Government cannot be a defendant)</small>
<input type="checkbox"/> Two (2) completed <b>summons</b> for each defendant including each defendant's name and address.       Received by Clerk: _____	<input type="checkbox"/> Two (2) completed <b>USM – 285 Forms</b> per defendant, if you are requesting the U.S. Marshal conduct service of your complaint.  <input checked="" type="checkbox"/> Two (2) completed <b>Request for Service by U.S. Marshal</b> form.   Received by Clerk: <u>NA</u>	<input type="checkbox"/> You need not submit any forms regarding the Waiver of Summons to the Clerk.  <u>Once your case has been filed, or the Application to Proceed without Prepaying Fees and Costs has been granted, you will need:</u> <ul style="list-style-type: none"> <li>One (1) <b>Notice of a Lawsuit and Request to Waive Service of a Summons</b> form per defendant.</li> <li>Two (2) <b>Waiver of the Service of Summons</b> forms per defendant.</li> </ul> Send these forms along with your filed complaint and a self-addressed stamped envelope to each of your defendants.

**Clerk's Office Use Only**

Note any deficiencies here:

*Hayabusa*  
*P.O. Box 21063*  
*Chattanooga, TN 37424*

FIRST CLASS MAIL

RECEIVED  
AUG 29 2016  
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BAY CITY, MICHIGAN

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